



International Patent Group, LLC

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MUTUAL NON-DISCLOSURE AGREEMENT

_____ ("COMPANY") and David Guerra of International Patent Group, LLC agree to the following conditions under which certain valuable Confidential information owned or controlled by DAVID GUERRA or COMPANY, or both, (the "Confidential Information") will be disclosed. This Agreement shall refer to "Discloser" and "Recipient"; the party to which these terms refer may vary depending on the circumstances under which particular Confidential Information is disclosed.

1. The Confidential Information relates to:

(the "Confidential Information").

2. The Confidential Information may include, for example and without limitation, scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software.

3. DAVID GUERRA and COMPANY intend to maintain the Confidential status of their Confidential Information. DAVID GUERRA and COMPANY are aware that each may have pursued independent research of its own in the area to which the Confidential Information relates and may have independent knowledge of some of the information the other may disclose.

4. To the extent practical, DAVID GUERRA and COMPANY shall furnish their Confidential Information in documentary or tangible form marked as Confidential.

5. While the amount of Confidential Information to be disclosed is completely within the discretion of the Discloser, all disclosures under this Agreement shall be completed within one year of the effective date of this Agreement.

6. The Recipient shall exercise the same degree of care to protect Discloser's Confidential Information that it exercises to protect its own Confidential Information and in any event such care shall at least be reasonable care to prevent disclosure of Discloser's Confidential Information to any third party. Internal dissemination of Discloser's Confidential Information by the Recipient shall be limited to those employees, agents, representatives, consultants, or affiliates whose duties justify the need to know such information and then only on the basis of a clear understanding by these individuals of their obligation (a) to maintain the Confidential status of such information and (b) to restrict the use of such information solely to the use specified in Paragraph 7 of this Agreement.

7. Recipient shall not use the Confidential Information disclosed by the Discloser under this Agreement, except for the following purposes: to evaluate the Confidential Information in order to determine Recipient's interest in engaging in research with respect to the Confidential Information, in conducting patent services, or in supporting research.

8. The Recipient shall be under no obligation with respect to any information:

- a. which is, at the time of disclosure, available to the general public;
- b. which becomes, at a later date, available to the general public through no fault of Recipient and then only after the later date;
- c. which Recipient can demonstrate (i) was in its possession before receipt of the information from Discloser or (ii) was developed independently by Recipient without reference to the Confidential Information provided by Discloser;
- d. which is disclosed to Recipient without restriction on disclosure by a third party who has the lawful right to disclose such information, or;
- e. which is required to be disclosed to comply with applicable laws or government regulations, provided that prior written notice is given to the Discloser of such required disclosure and the Recipient takes lawful actions to avoid and/or minimize the degree of such disclosure.

9. Nothing contained in this Agreement shall be construed as granting or implying any right or license to use any Confidential Information disclosed under this Agreement except as set forth in Paragraph 7 above.

10. This Agreement shall remain effective for five (5) years from the date of the last signing of this Agreement. Both DAVID GUERRA and COMPANY reserve the right to terminate this Agreement without notice and require Recipient to return, within thirty (30) days of receiving notice of termination, all Confidential Information and any copies of the Confidential Information. The five (5) year Confidentiality requirement shall survive the termination of this Agreement.

11. Upon the expiration of this Agreement, Discloser may request in writing that Recipient discontinue using and return all Confidential Information and copies of Confidential Information. Within thirty (30) days of receiving such a request from Discloser, Recipient will discontinue using and return all Confidential Information and copies of Confidential Information.

12. This Agreement reflects the entire agreement between DAVID GUERRA and COMPANY, and the Agreement may be modified or altered only in writing.

13. The interpretation and validity of this Agreement and the rights of the parties shall be governed by the laws of the State of Florida. Any action brought to enforce this Agreement shall be brought in Florida.

This Agreement shall be executed in duplicate and be effective as of the date signed by the party last to sign.

INTERNATIONAL PATENT GROUP, LLC

COMPANY

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____